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ORIGINAL FILED**
Superior Court of California
County of Los Angeles

OCT 31 2018

Sherri R. Carter, Executive Officer/Clerk

By: M. Soto, Deputy
Moses Soto

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 FOR THE COUNTY OF LOS ANGELES

16 **Sergey Grishin**, an individual,
17 and **SG Acquisitions, LLC**, a
18 Delaware limited liability
19 company,

20 Plaintiffs,

21 v.

22 **Twelve Productions, Ltd.**, a
23 California corporation; **Anna**
24 **Fedoseeva**, an individual,
25 **Jennifer Lynn Sulkess**, an
26 individual; and **DOES 1** through
27 **10**,

28 Defendant.

Case No. BC708104

Second Amended Complaint:

- 1) **Breach of Contract**
- 2) **Breach of the Implied Duty of Good Faith and Fair Dealing**
- 3) **Fraud**
- 4) **Aiding and Abetting Fraud**
- 5) **Negligent Misrepresentation**
- 6) **Aiding and Abetting Negligent Misrepresentation**
- 7) **California Business and Professions Code § 17200, et seq.**
- 8) **Quantum Meruit**

DEMAND FOR JURY TRIAL

Assigned to the Hon. Michael J
Raphael
Dept. 51

Compl. filed: May 29, 2018
FAC filed: August 17, 2018

1 PLAINTIFFS allege on direct knowledge and on information and belief
2 as to all others as follows:

3 **I. INTRODUCTION**

4 1. Plaintiff Sergey Grishin (“Grishin”) was duped by his estranged
5 wife, Defendant Anna Fedoseeva (“Fedoseeva”), and Fedoseeva’s business
6 partner and lover Defendant Jennifer Lynn Sulkess (“Sulkess”). Fedoseeva
7 and Sulkess duped Grishin and his company (Plaintiff SG Acquisitions, LLC)
8 in to loaning approximately \$564,137.60 to Fedoseeva and Sulkess’ movie
9 production company, Defendant Twelve Productions, Ltd. (“TP,” and
10 collectively with Fedoseeva and Sulkess, “Defendants”).

11 2. Fedoseeva and Sulkess represented to Plaintiffs that this money
12 would be used to fund TP’s movie projects and Sulkess’ salary in connection
13 with TP’s movie projects. Fedoseeva and Sulkess further represented that TP
14 would pay back the loan by January 31, 2018. Fedoseeva and Sulkess also
15 agreed that, in lieu of interest payments, Plaintiffs would have a 50 percent
16 share of all profits resulting from any of TP’s projects that would be funded by
17 Plaintiffs’ loan.

18 3. However, to this day, Plaintiffs have never received any
19 repayment or profits for their loan to TP. In fact, despite Grishin’s many
20 requests to Defendants, Grishin has not received any footage of TP’s projects,
21 and it appears the money was primarily used to finance Fedoseeva and
22 Sulkess’ lifestyles—not for film projects.

23 4. Defendants’ fraudulent scheme also encompassed attempting to
24 sell Grishin a project that Defendants stole and did not have authority to sell.

25 **II. PARTIES**

26 5. Plaintiff Sergey Grishin is an individual residing in Russia.

27 6. Plaintiff SG Acquisitions, LLC (“SG Acquisitions”) is a limited
28 liability company registered in Delaware. The CEO of SG Acquisitions is

1 Grishin. SG Acquisitions and Grishin are collectively referred to as
2 "Plaintiffs."

3 7. Defendant Anna Fedoseeva is an individual resident in Los
4 Angeles County, California. On information and belief, Fedoseeva is and was
5 at all relevant times the Chief Executive Officer and Chief Financial Officer of
6 TP, an authorized agent of TP. Through these positions, Fedoseeva is and was
7 authorized to enter into binding agreements on behalf of TP and thereby
8 obligate TP's performance of said agreements. On information and belief, all
9 of Fedoseeva's relevant statements, representations, agreements, and actions
10 described herein were made on behalf of and at the request of TP, during the
11 course and scope of Fedoseeva's performance of her duties as an officer,
12 employee, and authorized agent of TP.

13 8. Defendant Jennifer Lynn Sulkess is an individual resident in Los
14 Angeles County, California. On information and belief, Sulkess is and was at
15 all relevant times an officer and authorized agent of TP, and she was
16 authorized to make statements on behalf of TP. On information and belief, all
17 of Sulkess' relevant statements, representations, and actions described herein
18 were made on behalf of and at the request of TP, during the course and scope
19 of Sulkess' performance of her duties as an officer, employee and authorized
20 agent of TP.

21 9. Defendant Twelve Productions, Ltd., is a California corporation
22 with its executive office in Santa Barbara, California. Upon information and
23 belief, TP is controlled by Fedoseeva and Sulkess. Fedoseeva is TP's Chief
24 Executive Officer and Chief Financial Officer. Fedoseeva is also TP's agent for
25 service of process. Sulkess is TP's secretary, a business associate and lover of
26 Fedoseeva.

27

28

1 **III. OTHER INVOLVED PERSONS**

2 10. Plaintiff currently does not know the true names and capacities
3 of Defendants sued as Does 1 through 10, inclusive, and therefore sues these
4 Defendants by fictitious names. Plaintiff will amend his Second Amended
5 Complaint to allege the true names and capacities of these Defendants when
6 they are ascertained. Each of the fictitiously named Doe Defendants are
7 responsible in some manner for the events and happenings alleged in this
8 Complaint.

9 11. Each of Defendants was or is the conspirator, partner, joint-
10 venturer, director, officer, managing agent, employer, employee, principal,
11 agent, representative and/or alter ego of each of the other defendant, and in
12 connection with the conduct alleged herein, acted within the scope of such
13 capacities and with the authorization, consent, control, direction, knowledge,
14 and ratification of the other Defendants. Defendants are vicariously and
15 jointly and severally liable for the damages claimed herein.

16 **IV. JURISDICTION AND VENUE**

17 12. Jurisdiction lies with this Court under Art. 6, Section 10 of the
18 Constitution of the State of California. Venue lies with this Court under §
19 395(a) of the Code of Civil Procedure because Fedoseeva and Sulkess reside in
20 Los Angeles County.

21 **V. FACTUAL ALLEGATIONS**

22 13. Grishin and Fedoseeva were married on or around March 21,
23 2017. Roughly less than two months later, in May 2017, Fedoseeva introduced
24 Grishin to Sulkess. But unbeknownst to Grishin, Fedoseeva and Sulkess had
25 begun seeing each other romantically in or around May 2017. Grishin and
26 Sulkess thereafter entered into a scheme to defraud Grishin out of his money
27 to finance their lifestyles.

28

1 14. On July 20, 2017, Fedoseeva registered and filed Articles of
2 Incorporation for Twelve Productions, Ltd. with the Secretary of State for the
3 State of California. On July 22, 2017, Fedoseeva filed a Statement of
4 Information for TP, listing herself as the Chief Executive Officer and Chief
5 Financial Officer of TP. Sulkess is listed as the Secretary of TP.

6 15. As of August 2017, TP had not engaged in any film production
7 because it lacked the necessary capital.

8 16. From late July to October 2017, Fedoseeva and Sulkess intended
9 to and sought to defraud Plaintiffs by soliciting a loan or an investment from
10 them into TP.

11 17. In furtherance of this scheme, Fedoseeva met with Grishin in
12 California. During this meeting, Fedoseeva falsely and fraudulently
13 represented that she owned the rights to a certain project. Fedoseeva asked
14 Grishin to loan ten million dollars to TP for the project. Fedoseeva failed to
15 disclose that Defendants did not possess any rights to the project.

16 18. Sulkess participated in this scheme to defraud Grishin. Sulkess
17 was the person who physically stole the project. Sulkess also coordinated with
18 Fedoseeva on the pitching of that project to Grishin.

19 19. At a later time, Grishin spoke with the true owner of the project,
20 and the true owner informed Grishin that Defendants did not have the right
21 to solicit investments or financing for the project.¹

22 20. On multiple occasions, from July to August 2017, Fedoseeva told
23 Grishin in person and via text messages that TP was going to film a project in
24 the State of Mississippi, but TP needed funding to begin filming. Fedoseeva,
25 however, intended to use the majority of the loan money to finance Fedoseeva
26 and Sulkess' lifestyles.

27

28 ¹ Grishin names the true owner(s) of the project as Doe 1 and Doe 2, in the
event Grishin's further investigation reveals that they acted improperly.

1 21. Throughout all relevant times herein, Defendants and Does 1
2 through 10 had the common purpose of defrauding Plaintiffs. Defendants all
3 played a role in covering up their fraud committed against Plaintiffs.

4 22. Defendants' fraudulent conduct occurred with the help of others.
5 Defendants enlisted the aid of other firms and individuals to facilitate and
6 conceal their fraud. The coalition of firms and individuals became part of the
7 growing "Twelve Productions Enterprise." The Twelve Productions Enterprise
8 included, at minimum, (1) Fedoseeva, (2) Sulkess, and (3) TP. The identities
9 of other members Twelve Productions Enterprise are currently unknown.

10 23. The Twelve Productions Enterprise conspired to defraud Grishin
11 from approximately July 2017 to January 2018. The Twelve Productions
12 Enterprise used the U.S. mails, wires, and other instrumentalities of interstate
13 commerce to perpetuate their fraud, including phone calls, emails and other
14 forms of communications to solicit additional loans from Grishin and to conceal
15 their fraud.

16 24. In or around August 2017, Fedoseeva, on behalf of TP, requested
17 money from Grishin for the payment of TP's expenses, including Sulkess'
18 salary, fees associated with the establishment of TP as a business entity, and
19 partial funding of an initial film project.

20 25. At this meeting, Grishin and Fedoseeva, acting on behalf of TP,
21 entered into a verbal loan agreement (the "Agreement"). The terms of the
22 Agreement were as follows: (1) Plaintiffs agreed to loan TP \$130,000 to cover
23 Sulkess' salary for services to TP for two years; (2) Plaintiffs agreed to loan TP
24 up to an additional \$250,000 so that TP could undertake a film project; (3)
25 Plaintiffs' loan to TP would take the form of monetary transfers, direct
26 payment of certain of TP's expenses, and payment for equipment to be used by
27 TP for film projects; (4) Fedoseeva agreed, on behalf of TP, to repay all money
28 loaned by Plaintiffs to TP by no later than January 31, 2018; (5) for Plaintiffs'

1 loan to TP, Plaintiffs would be entitled to 50 percent of all profits resulting
2 from TP's film projects that were funded with assistance from Plaintiffs' loans.
3 Both Plaintiffs and Fedoseeva, acting on behalf of TP, orally agreed to be bound
4 by all terms of this Agreement.

5 26. Grishin was acting partly on behalf of SG Acquisitions. SG
6 Acquisitions supplied at least \$130,000 of the funding for the Agreement.
7 Thus, SG is also a party to the Agreement.

8 27. By the month of December 2017, the total amount that TP
9 requested from Plaintiffs and that Plaintiffs loaned to TP pursuant to the
10 Agreement exceeded the amount that had been agreed-upon during the August
11 2017 meeting.

12 28. In December 2017, Grishin and Fedoseeva, who was acting on
13 behalf of TP, orally agreed to modify the Agreement so that Grishin would loan
14 more than the initial cap that had been agreed to in the August 2017 meeting
15 (the "Modification"). All other terms of the Agreement remained the same,
16 including TP's promise to repay all loaned funds by no later than January 31,
17 2018.

18 29. Pursuant to the terms of the Agreement and its subsequent
19 Modification between Grishin and TP, Plaintiffs loaned the following amounts
20 to TP:

- 21 • On or about August 9, 2017, Grishin paid \$2,247.50 on behalf of
22 TP.
- 23 • On or about August 31, 2017, SG Acquisitions transferred
24 \$130,000 to TP by way of Fedoseeva, who was acting on behalf of
25 TP in her capacity as TP's Chief Executive Officer.
- 26 • On or about September 7, 2017, Grishin paid \$1,267.50 on behalf
27 of TP.
- 28 • On or about November 16, 2017, Grishin began making lease
payments on a 2017 Bentley for TP. To date, Grishin has made
at least seven monthly payments of \$7,346.27 for a total of
\$51,423.89.

- 1 • On or about October 10, 2017, Grishin paid \$1,522.50 on behalf of TP.
- 2 • On or about December 12, 2017, Grishin transferred \$200,000.00
- 3 to TP by way of Fedoseeva, who was acting on behalf of TP in her
- 4 capacity as TP's Chief Executive Officer and Chief Financial
- 5 Officer.
- 6 • On or about December 13, 2017, Grishin transferred
- 7 approximately \$500.00 to TP by way of Fedoseeva, who was
- 8 acting on behalf of TP in her capacity as TP's Chief Executive
- 9 Officer and Chief Financial Officer.
- 10 • On or about December 14, 2017, Grishin transferred
- 11 approximately \$100.00 to TP.
- 12 • On or about December 19, 2017, Grishin transferred
- 13 approximately \$18,000.00 to TP by way of Fedoseeva, who was
- 14 acting on behalf of TP in her capacity as TP's Chief Executive
- 15 Officer and Chief Financial Officer.
- 16 • On or about December 26, 2017, Grishin transferred
- 17 approximately \$100,000.00 to TP by way of Fedoseeva, who was
- 18 acting on behalf of TP in her capacity as TP's Chief Executive
- 19 Officer and Chief Financial Officer.
- 20 • On or about January 26, 2018, Grishin provided TP with
- 21 \$59,086.21 for the purchase of equipment and licenses.

22 30. Plaintiffs loaned a total of \$564,147.60 (the "Loan") to TP

23 pursuant to the Agreement and Modification. SG Acquisitions provided at

24 least \$130,000 of this \$564,147.60.

25 31. From on or around August 9, 2017 to January 26, 2018,

26 Defendants continued to request more funds from Plaintiffs pursuant to the

27 Agreement and Modification. Grishin, wanting to see the fruits of his

28 investment, asked Fedoseeva and Sulless on multiple occasions for updates

 concerning any of TP's purported film projects.

 32. Fedoseeva and Sulless refused to provide the requested updates.

 They repeatedly provided excuses for their inability to provide proof that

 Grishin's loan was being used for any of TP's film projects. Defendants have

 never provided Grishin with any footage of TP's projects. Despite their

1 assurances to the contrary, on information and belief, Defendants used the
2 Loan primarily to finance Fedoseeva and Sulkess' lifestyles.

3 33. Pursuant to the terms of the Agreement and Modification, TP was
4 required to repay the Loan in full on January 31, 2018. TP did not repay any
5 portion of the Loan on or before the due date.

6 34. On or about February 28, 2018, having yet to receive repayment
7 of any portion of the Loan, Grishin, through counsel, sent a letter to Fedoseeva
8 and Sulkess in which Grishin demanded that TP repay a portion of the Loan.

9 35. In March 2018, Fedoseeva acknowledged to Grishin the existence
10 of TP's obligations under the Loan.

11 36. Defendants now deny the existence of any loan from Plaintiffs to
12 TP.

13 37. To date, Defendants have not repaid any portion of the Loan.
14 Plaintiffs have not received any money or property from Defendants in
15 connection with either repayment of the Loan or payment of Grishin's share of
16 any profits.

17 38. Defendants represented that they would repay the Loan and that
18 they would use the Loan for TP's film projects. Those statements were false—
19 the Loan was not used for TP's film projects.

20 39. Defendants' representations were material because they had a
21 natural tendency to influence a person to part with his money.

22 40. Defendants acted with the intent to defraud. Despite Grishin's
23 requests, Defendants have not provided evidence that any filming activities
24 were performed. Thus, on information and belief, Defendants never intended
25 to use—and did not use—the Loan for any films and instead used the Loan to
26 finance their lifestyles.

27 41. Defendants used the mail and interstate wires to carry out their
28 fraud.

1 VI. CAUSES OF ACTION

2 **First Cause of Action: Breach of Oral Contract**
3 **(By Plaintiffs Against Defendant Twelve Productions, Ltd.)**

4 42. In support of this cause of action, Plaintiffs repeat and reallege
5 paragraphs 1–3, 5–16, and 23–41 as though fully set forth herein.

6 43. In or around August 2017, Plaintiffs entered into an express oral
7 contract with TP (the Agreement), under the terms of which Plaintiffs would
8 loan up to \$380,000 to TP to cover Sulkess' two-year salary of \$130,000 and for
9 TP to undertake a film project, provided that TP would repay Plaintiffs the full
10 amount by January 31, 2018 and would provide Plaintiffs a 50 percent share
11 of all profits resulting from TP's film projects that were funded with assistance
12 from Plaintiffs' loans.

13 44. In or around December 2017, Grishin and TP agreed to modify
14 the Agreement so that Plaintiffs would loan more than the amount agreed
15 upon in August 2017, provided that all other terms of the Agreement remained
16 the same, including TP's promise to repay the entirety of Plaintiffs' loans by
17 January 31, 2018 and to provide Plaintiffs a 50 percent share of all profits
18 resulting from TP's film projects that were funded with assistance from
19 Grishin's loans.

20 45. Plaintiffs loaned TP \$564,147.60 pursuant to the Agreement.

21 46. Plaintiffs have performed all conditions, covenants, and promises
22 required on their part to be performed in accordance with the terms and
23 conditions of the contract with TP.

24 47. TP breached the oral agreement by failing and refusing to repay
25 Plaintiffs \$564,147.60 by January 31, 2018 and/or by failing to provide
26 Plaintiffs a 50 percent share of all profits resulting from its film projects, if
27 any, that were funded with assistance from Plaintiffs' loans.

28

1 48. Because of TP's breach, Plaintiffs have been damaged in an
2 amount to be proven at trial.

3 **Second Cause of Action: Breach of the Implied Duty of**
4 **Good Faith and Fair Dealing**

5 **(By Plaintiffs Against Defendant Twelve Productions, Ltd.)**

6 49. In support of this cause of action, Plaintiffs repeat and reallege
7 paragraphs 1-3, 5-16, and 23-41 as though fully set forth herein.

8 50. California law implies a covenant of good faith and fair dealing in
9 all contracts between parties entered into in the State of California. TP at all
10 material times had a duty to act fairly and in good faith toward Plaintiffs in
11 carrying out its contractual obligations under the Agreement and Modification.

12 51. There was an implied term in the Agreement and Modification
13 that TP would use Plaintiffs' loan to fund its film projects and would apprise
14 Plaintiffs of the status and progress of its film projects which were funded by
15 their loan.

16 52. Plaintiffs have performed all of their obligations, covenants, and
17 conditions required under the Agreement and Modification, except to the
18 extent any such obligations, covenants, or conditions have been timely cured
19 or excused, prevented, or waived by Defendants' acts or omissions.

20 53. TP materially breached the implied covenant of good faith and
21 fair dealing with respect to the Agreement and Modification by (a) failing to
22 use Plaintiffs' loan to fund any of its film projects; (b) failing to apprise
23 Plaintiffs of the status and progress of its film projects that were funded by his
24 loan and (c) deceiving Plaintiffs about the actual use and expenditure of the
25 loaned funds.

26 54. As a direct and proximate result TP's bad faith, Plaintiffs have
27 been damaged in an amount to be proven at trial.

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Third Cause of Action: Fraud
(By Plaintiffs Against All Defendants)

1
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3 55. In support of this cause of action, Plaintiffs repeat and reallege
4 paragraphs 1–41 as though fully set forth herein.

5 56. Fedoseeva and Sulkess, on behalf of themselves as individuals
6 and as agents and/or principals of TP, falsely promised to Plaintiffs that if they
7 agreed to loan TP \$564,147.60 pursuant to the Agreement and Modification,
8 TP would repay the full amount by January 31, 2018 and provide Plaintiffs a
9 50 percent share of all profits resulting from TP’s film projects that were
10 funded with assistance from Plaintiffs’ loans.

11 57. Both Fedoseeva and Sulkess knew and concealed from Plaintiffs
12 that TP had no intent to repay the loan pursuant to the Agreement and
13 Modification at the time they made these representations to Plaintiffs.
14 Fedoseeva and Sulkess also knew and concealed from Plaintiffs that TP had
15 no intention of using the loan to provide financial assistance to any of its film
16 projects, thereby avoiding paying Plaintiffs a 50 percent share of all profits
17 resulting from TP’s film projects that were funded by Plaintiffs’ loans.

18 58. Instead, Defendants intended to use Plaintiffs’ loans to finance
19 Fedoseeva and Sulkess’ lifestyles. If Plaintiffs knew that at the time of making
20 the loans, they would have refused to loan Defendants the money.

21 59. Additionally, Fedoseeva and Sulkess further defrauded Grishin
22 with their efforts to sell him a project that they did not have the rights to.

23 60. Furthermore, from July to August 2017, Fedoseeva made
24 multiple reassurances to Grishin that TP was in the process of filming a movie
25 project in the state of Mississippi to induce Plaintiffs to loan TP money.
26 Fedoseeva did not disclose the fact that the majority of the money was not
27 being used for a TP film project.
28

1 61. At the time Defendants made their misrepresentations to
2 Plaintiffs, they never intended to honor their promises. Defendants'
3 representations regarding TP's use and repayment of Plaintiffs' loans were
4 false, and Defendants knew that the representations were false when they
5 made them or made the representations recklessly and with reckless disregard
6 for their truth.

7 62. Defendants intended that Plaintiffs rely on these false
8 representations and omissions concerning TP's use and repayment of the loans.

9 63. Plaintiffs had no reason to doubt the truthfulness of Defendants'
10 representations at the time they were made. Plaintiffs believed that
11 Defendants would use Plaintiffs' loans to help fund at least one film project
12 and that they would receive 50 percent of all profits from any project that was
13 funded by their loans. Plaintiffs therefore decided to enter into the Agreement
14 and Modification with Defendants and loan \$564,147.60 to TP.

15 64. As a direct and proximate result of Defendants' actions, Plaintiffs
16 have been injured in an amount to be proven at trial and Plaintiffs' reliance on
17 Defendants' representations were a substantial factor in causing them harm.

18 65. In performing the acts alleged herein, Defendants acted with
19 oppression, fraud, malice, and in conscious disregard of the rights of Plaintiffs,
20 and Plaintiffs are therefore entitled to punitive damages according to proof at
21 the time of trial.

22 66. Defendants are jointly and severally liable for the wrongful
23 conduct set forth in this cause of action because they aided and abetted each
24 other and/or conspired to commit such wrongful conduct.

25 **Fourth Cause of Action: Aiding and Abetting Fraud**
26 **(By Plaintiffs Against All Defendants)**

27 67. In support of this cause of action, Plaintiffs repeat and reallege
28 paragraphs 1-41 and 55-66 as though fully set forth herein.

1 68. Each of Defendants knew that fraud was being committed by TP,
2 Fedoseeva, and/or Sulkess.

3 69. Each of Defendants gave substantial assistance or
4 encouragement to any Defendants committing this fraud. This assistance or
5 encouragement was provided with knowledge that the person being assisted or
6 encouraged was committing fraud upon Plaintiffs.

7 70. Each of Defendants had the specific intent to facilitate the fraud
8 upon Plaintiffs.

9 71. Each of Defendants' conduct was a substantial factor in causing
10 harm to Plaintiffs.

11 **Fifth Cause of Action: Negligent Misrepresentation**

12 **(By Plaintiffs Against All Defendants)**

13 72. In support of this cause of action, Plaintiffs repeat and reallege
14 paragraphs 1–41 as though fully set forth herein.

15 73. Fedoseeva and Sulkess, on behalf of themselves as individuals
16 and as agents and/or principals of TP, represented to Plaintiffs that if they
17 agreed to loan TP \$564,147.60 pursuant to the Agreement and Modification,
18 TP would repay the full amount by January 31, 2018 and provide Plaintiffs a
19 50 percent share of all profits resulting from TP's film projects that were
20 funded with assistance from Plaintiffs' loans.

21 74. Both Fedoseeva and Sulkess had no reasonable basis for believing
22 that TP would repay the loan pursuant to the Agreement and Modification at
23 the time they made these representations to Plaintiffs. Fedoseeva and Sulkess
24 also had no reasonable basis for believing that TP would use Plaintiffs' loan to
25 provide financial assistance to any of its film projects.

26 75. Additionally, Fedoseeva and Sulkess further defrauded Grishin
27 with their efforts to sell him a project that they did not have the rights to.

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1 76. Furthermore, from July to August 2017, Fedoseeva made
2 multiple reassurances to Plaintiffs that TP was in the process of filming a
3 movie project in the state of Mississippi to induce Plaintiffs to loan TP money.
4 Fedoseeva did not disclose the fact that the majority of the money was not
5 being used for a TP film project.

6 77. Defendants' representations were false at the time they were
7 made to Plaintiffs, and they had no reasonable grounds for believing them to
8 be true. Defendants' representations regarding TP's use and repayment of
9 Plaintiffs' loans were reckless, and Defendants knew or reasonably should
10 have known that the representations were untrue when they made them, or at
11 the very least, made the representations negligently.

12 78. Defendants made these representations with the intention of
13 inducing Plaintiffs to act in reliance on them in the manner alleged, or with
14 the expectation that Plaintiffs would so act.

15 79. Plaintiffs had no reason to doubt the truthfulness of Defendants'
16 representations. Plaintiffs believed that Defendants would use Plaintiffs'
17 loans to help fund at least one film project and that Plaintiffs would receive 50
18 percent of all profits from any project that was funded by the loans. Plaintiffs
19 therefore decided to enter into the Agreement and Modification with
20 Defendants and loan approximately \$564,147.60 to TP.

21 80. As a direct and proximate result of Defendants' actions, Plaintiffs
22 have been injured in an amount to be proven at trial and Plaintiffs' reliance on
23 Defendants' representations were a substantial factor in causing him harm.

24 81. In performing the acts alleged herein, Defendants acted with
25 oppression, fraud, malice, and in conscious disregard of the rights of Plaintiffs,
26 and Plaintiffs are therefore entitled to punitive damages according to proof at
27 the time of trial.

28

1 82. Defendants are jointly and severally liable for the wrongful
2 conduct set forth in this cause of action because they aided and abetted each
3 other and/or conspired to commit such wrongful conduct.

4 **Sixth Cause of Action: Aiding and Abetting Negligent**
5 **Misrepresentation**

6 **(By Plaintiffs Against All Defendants)**

7 83. In support of this cause of action, Plaintiffs repeat and reallege
8 paragraphs 1–41 and 66–82 as though fully set forth herein.

9 84. Each of Defendants knew that negligent misrepresentation was
10 being committed by TP, Fedoseeva, and/or Sulkess.

11 85. Each of Defendants gave substantial assistance or
12 encouragement to any Defendants committing negligent misrepresentation.
13 This assistance or encouragement was provided with knowledge that the
14 person being assisted or encouraged was committing negligent
15 misrepresentation upon Plaintiffs.

16 86. Each of Defendants had the specific intent to facilitate the
17 negligent misrepresentation of Plaintiffs.

18 87. Each of Defendants' conduct was a substantial factor in causing
19 harm to Plaintiffs.

20 **Seventh Cause of Action: Violation of California Business**
21 **and Professions Code § 17200 et seq.**

22 **(By Plaintiffs Against All Defendants)**

23 88. In support of this cause of action, Plaintiffs repeat and reallege
24 paragraphs 1–41 as though fully set forth herein.

25 89. Defendants have committed numerous unlawful, illegal, and
26 fraudulent acts. Those illegal and fraudulent acts include fraud, wire fraud,
27 and mail fraud.

28 90. These acts were business acts and business practices of TP,
Sulkess, and Fedoseeva.

1 91. As an actual and proximate result of Defendants' violation of said
2 statutes, Plaintiffs have been injured and Defendants unjustly enriched in an
3 amount to be proven at trial.

4 92. Defendants are jointly and severally liable for the wrongful
5 conduct set forth in this cause of action because they aided and abetted each
6 other and/or conspired to commit such wrongful conduct.

7 93. Plaintiffs are therefore entitled to restitution.

8 **Eighth Cause of Action: Quantum Meruit**

9 **(By Plaintiffs Against All Defendants)**

10 94. In support of this cause of action, Plaintiffs repeat and reallege
11 paragraphs 1–3, 5–16, and 23–41 as though fully set forth herein. This cause
12 of action is in alternative to the cause of action for breach of oral contract.

13 95. Plaintiffs loaned approximately \$564,137.60 to TP for the purpose
14 of TP's undertaking film projects.

15 96. On information and belief, TP used the Loan primarily to finance
16 Fedoseeva and Sulkess' lifestyles, rather than for the purpose of undertaking
17 film projects.

18 97. Defendants enjoyed and continue to enjoy the benefits of the
19 Loan.

20 98. Defendants have not repaid any portion of the Loan. Nor have
21 they made any other payments in connection with the Loan. Defendants now
22 deny the existence of any Loan.

23 99. Defendants have been unjustly enriched at Plaintiffs' expense.

24 100. The fair and reasonable value of the Loan was at least
25 \$564,137.60, and Defendants have been unjustly enriched by at least
26 \$564,137.60.

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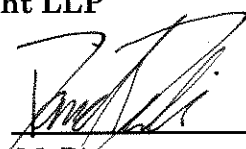
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PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for Judgment against Defendants Anna Fedoseeva, Jennifer Sulkess, and Twelve Productions, Ltd., as follows:

- 1. Compensatory damages, jointly and severally in an amount according to proof at trial;
- 2. Punitive damages in an amount according to proof at trial;
- 3. Pre-judgment and post-judgment interest;
- 4. Attorneys' fees;
- 5. Costs;
- 6. Such other relief as the Courts deems just and appropriate under the circumstances.

Dated: ~~September 24~~, 2018
October 31.

Respectfully submitted,
Pierce Bainbridge Beck Price & Hecht LLP

 By: _____
 John M. Pierce
 Attorneys for Plaintiffs

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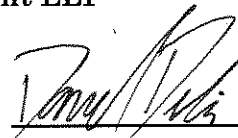
DEMAND FOR JURY TRIAL

Plaintiffs Sergey Grishin and SG Acquisitions, LLC hereby demand a trial
by jury in the above-entitled action.

Dated: ~~September 24~~, 2018
October 31

Respectfully submitted,

**Pierce Bainbridge Beck Price &
Hecht LLP**

By: 

John M. Pierce
Attorneys for Plaintiffs